

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION

JUDGMENT IN A CIVIL CASE

|   |   |                            |
|---|---|----------------------------|
| LUCAS CRANOR, individually and on behalf<br>of all others similarly situated, | ) |                            |
|   | ) |                            |
| Plaintiff,  | ) |                            |
|   | ) |                            |
| vs.   | ) | Case No. 18-00628-CV-W-FJG |
|   | ) |                            |
| THE ZACK GROUP, INC., et al.,   | ) |                            |
|   | ) |                            |
| Defendants.   | ) |                            |
|   | ) |                            |

     Jury Verdict. This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

  X   Decision by Court. This action came before the Court. The issues have been determined and a decision has been rendered.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that

Plaintiff's motion for order granting final approval of class action settlement, is hereby GRANTED. It is further

**ORDERED** that

Plaintiff's motion for attorney fees and incentive payment, is hereby GRANTED in the amounts and terms as set forth in the Order. It is further

**ORDERED** that

- The Court hereby certifies the Settlement Class for settlement purposes.
- The Court hereby approves the plan of distribution for the Settlement Fund as set forth in the agreement.
- As of the Effective Date, the Plaintiff and each and every one of the Settlement Class Members unconditionally, fully and finally release and forever discharge the Released Parties from the Released Claims as fully set forth in the Agreement.

- The settlement agreement and any and all negotiations, documents, and discussions associated with it will not be deemed or construed to be an admission or evidence of any violation of the Telephone Consumer Protection Act or any other statute, law, rule, regulation or principle of common law or equity, or of any liability or wrongdoing by Zack Group or Lynn Care or the truth of any of the claims.
- If for any reason whatsoever this Settlement fails to become effective for any reason, the certification of the Settlement Class shall be void.
- In the event for any reason, the settlement agreement is terminated or fails to become effective, then it shall be null and void, and no stipulation, representation or assertion of fact made in the settlement agreement or in the Term Sheet may be used by any Party.
- In the event that any provision of the Agreement or this Final Approval Order is asserted by Zack Group or Lynn Care as a defense in whole or in part to any claim, or otherwise asserted in any other suit, action or proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any Settlement Class Member(s), that suit, action or other proceeding shall be immediately stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion. It is further

**ORDERED** that

This case is hereby dismissed with prejudice, without any costs to any party, except as expressly provided for in the settlement agreement.

May 18, 2020  
Date

Paige Wymore-Wynn  
Clerk

Entered on May 18, 2020

/s/ Christy Anderson  
(By) Deputy Clerk